

85-191-A 85-191-A

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situated in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 1802.2.c.1. To Permit lot widths of 50 feet instead of the required 55 feet.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (Indicate hardship or practical difficulty)

I WOULD LIKE TO BUILD TWO SINGLE FAMILY HOMES ON THESE LOTS OF 49' though 53' WHICH FALL SHORT OF 55' EACH OF 55' FRONTAGE BUT MEET THE REQUIREMENTS OF MORE THAN 6000 sq. FEET EA.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above variance advertising, posting, etc. upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser:	Legal Owner(s):
Paul H. Ritterman phone 788-2372	(Type or Print Name)
(Type or Print Name)	Signature
Signature	(Type or Print Name)
5938 ST. MARY ST.	Signature
Address	Address
BALTIMORE MD. 21207	City and State
City and State	Name, address and phone number of legal owner, contract purchaser or representative to be contacted
Agency for Petitioner:	Name
(Type or Print Name)	Address
Address	Phone No.
City and State	City and State
Agency Telephone No.:	Address
	Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 27th day of November, 1984, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County in two newspapers of general circulation throughout Baltimore County, that the property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 105, County Office Building in Towson, Baltimore County, on the 8th day of January, 1985, at 10:00 o'clock A.M.

Cell John
Zoning Commissioner of Baltimore County.

MICROFILMED

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE



PETITION AND SITE PLAN

EVALUATION COMMENTS

MICROFILMED

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
Norman E. Gerber, Director
FROM: Office of Planning and Zoning
Zoning Petition No. 85-191-A
SUBJECT: Paul H. Ritterman

Date: JANUARY 3, 1985

This office cannot support the requested variance. The adjacent homes shown on the petitioner's plat appear to be on larger lots; hence, the 50-foot wide lots proposed by the petitioner would not be in keeping with the character of these adjacent sites.

Norman E. Gerber, Director
Office of Planning and Zoning

NEG/JGH/sf

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BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

December 28, 1984

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

Mr. Paul H. Ritterman
5938 St. Mary Street
Baltimore, Maryland 21207

MEMBERS

Nicholas S. Commodari
Chairman

Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial Development

RE: Item No. 137 - Case No. 85-191-A
Paul H. Ritterman
Variance Petition

Dear Mr. Ritterman:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

Nicholas S. Commodari
NICHOLAS S. COMMODARI
Chairman
Zoning Plans Advisory Committee

NBC:bsc

Enclosures

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HARRY J. PISTEL P.E.
DIRECTOR

December 10, 1984

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #137 (1984-1985)
Property Owner: Paul H. Ritterman
E/S Talbot Avenue 145' N. from centerline
Dorchester St.
Acres: 100 x 125
District: 1st

Dear Mr. Jablon:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General Comments:

Talbot Avenue is to have a future 50-foot right-of-way.

As no public facilities are involved, this office has no comment.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

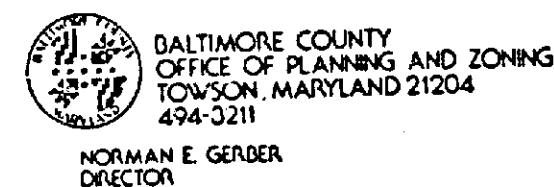
Development of this property through stripping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading, including the stripping of top soil.

Very truly yours,

James A. Markle, P.E., Chief
Bureau of Public Services

JAM:EAM:ROP:88

MICROFILMED



Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Zoning Advisory Meeting of 11/21/84
Item # 137
Property Owner: Paul H. Ritterman
Location: E/S Talbot St.
to Dorchester St.

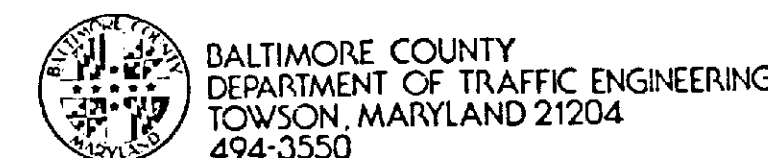
Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are applicable.

- (X) There are no site planning factors requiring comment.
- () A County Review Group Meeting is required.
- () A County Review Group meeting was held and the minutes will be forwarded by the Bureau of Public Services.
- () This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- () A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is not satisfactory.
- () The parking arrangement is not satisfactory.
- () Parking calculations must be shown on the plan.
- () This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on []
- () Landscaping should be provided on this site and shown on the plan.
- () The property is located in a deficient service area as defined by Bill 178-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service area is located in the []
- () The property is located in a traffic area controlled by a "B" level intersection as defined by Bill 178-79, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.
- () Additional comments:

James A. Markle
Chief, Current Planning and Development

1/8 85-191-A MICROFILMED



STEPHEN E. COLLINS
DIRECTOR

December 17, 1984

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Item No. 137 -ZAC- November 27, 1984
Property Owner: Paul H. Ritterman
Location: E/S Talbot Street 145' N. from c/l Dorchester Street
Existing Zoning: D.R. 5.5
Proposed Zoning: Variance to permit lot widths of 50' in lieu of the required 55'.

Acres: 100 X 125
District: 1st

Dear Mr. Jablon:

The Department of Traffic Engineering has not received a site plan for item number 137.

Michael S. Flanagan
Traffic Engineering Assoc. II

HSP/ocm

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MAR 14 1985

85-191-A

[illegible]

VALIDATION OR SIGNATURE OF CASHIER

4503 710088338004 2004

ORDER RECEIVED FOR FILING

BY _____


Deputy Zoning Commissioner of
Baltimore County

BY: 
Deputy Zoning Commissioner of
Baltimore County

Number of Signs: /

**O'CONOR
PIPER & FLYNN
REALTOR**

Selling Office: CATONSVILLE, O.P.F.65 Phone: 744-4100
Selling Associate: PAY DELAGE/ JOHN HASTUK
Listing Office: OCONOR, PEYER, FLYNN, SKIRVEN Phone: 744-4100
Listing Associate: PAY DELAGE/ JOHN HASTUK

CASH CONTRACT[illegible]

ADJUSTMENT: Special Assessments due, ground rent, rent and water rent shall be adjusted and apportioned as of the date of settlement, and the taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis shall be apportioned between the parties as of the date of settlement. The Seller shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis prior to the date of settlement. The Buyer shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis subsequent to the date of settlement. The Seller shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis prior to the date of settlement, whether or not considered taxes against the property, commenced or commenced on or prior to the date of settlement, or subordinated thereto, are or may be payable on an annual basis prior to the date of settlement. The Buyer shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis subsequent to the date of settlement. Cost of all documentary stamps required by law, recordation tax and transfer tax, where required by law, shall be subdivided between the parties as of the date of settlement. The Seller shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis prior to the date of settlement, whether or not considered taxes against the property, commenced or commenced on or prior to the date of settlement, or subordinated thereto, are or may be payable on an annual basis prior to the date of settlement. The Buyer shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis subsequent to the date of settlement.

DEPOSIT AND FEES: Seller recognizes POWER R. F.P.R., F.L.W.S., S.K.R.R.R. as the listing broker responsible for the sale of the Property and the listing broker's fee shall be deemed earned as of the date of the execution of this Agreement or the date of satisfaction of all contingencies herein stated, whichever is later. The Seller shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis prior to the date of settlement, whether or not considered taxes against the property, commenced or commenced on or prior to the date of settlement, or subordinated thereto, are or may be payable on an annual basis prior to the date of settlement. The Buyer shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis subsequent to the date of settlement. Cost of all documentary stamps required by law, recordation tax and transfer tax, where required by law, shall be subdivided between the parties as of the date of settlement. The Seller shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis prior to the date of settlement, whether or not considered taxes against the property, commenced or commenced on or prior to the date of settlement, or subordinated thereto, are or may be payable on an annual basis prior to the date of settlement. The Buyer shall be responsible for all taxes, general or special and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis subsequent to the date of settlement.

ADDITIONS: There are attached hereto _____ Z.E.R. _____ I Addendums _____ to this document and they are incorporated as a part hereof.

THE CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT FORM A PART OF THIS AGREEMENT

MAR 14 1982

10. **DEED AND TITLE:** Upon payment as above provided of the unpaid purchase money, a deed for the Property containing covenants of special warranty and further assurances shall be executed at Buyer's expense by Seller, which shall convey the Property to Buyer. Title to be good and merchantable, free of liens, encumbrances, and recorded violations of governmental laws and regulations, except as specified herein and except: use and occupancy restrictions of public record which are generally applicable to the properties in the immediate neighborhood or subdivision in which the Property is located, publicly recorded easements for public utilities, including assessment for sewer and water benefits, and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning or other laws, or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by the Buyer. If the property is located within the geographical boundaries of the new town known as Columbia then this property shall be subject to the continuing lien known as the Columbia Park and Recreation Association Lien (C.P.R.A. Lien) recorded in the land records of Howard County at Liber WHH 463, Folio 159.

11. **POSSESSION:** Possession of the Property shall be given to Buyer at time of settlement hereunder unless otherwise agreed to by parties in writing. The Property shall be broom clean, free from trash and debris, and substantially in the same condition as it was on the date of contract, provided that at the time possession is given the plumbing, heating, air conditioning (if any), appliances, well and septic systems, if applicable, shall be in reasonable working order. Buyer shall have the right upon reasonable notice to inspect the Property prior to settlement. Should the property or improvements not be in the conditions as stated or should any of the equipment, appliances or systems not be in good working order as agreed or should fixtures or other inclusions not be on the property or in improvements, then seller will have the conditions corrected at Seller's expense prior to settlement to the reasonable satisfaction of Buyer.

12. **INSURANCE:** The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Agreement, at the option of Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer. It is also understood and agreed that Seller shall immediately have all of the insurance policies on the Property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Agreement. In the event it shall be determined by Buyer that the Property is inadequately insured by Seller, Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer. Buyer acknowledges that fire and flood insurance may be required by the lender and agrees to pay for the same.

13. **AGRICULTURAL LAND DEVELOPMENT AND TRANSFER TAXES:** Buyer is hereby notified that if the Property has been assessed for taxation on the basis of the agricultural use thereof, development of the Property may be subject to the provisions of the Annotated Code of Maryland, Article 81, Section 19; as amended, requiring the payment of a Development Tax, and the transfer of the Property may be subject to the provisions of the Annotated Code of Maryland, Article 81, Section 278F, as amended, requiring the payment of an Agricultural Transfer Tax. These taxes, if applicable, shall be paid by Buyer.

14. **TENANT'S RIGHT OF FIRST REFUSAL—BALTIMORE CITY:** If the Property is or has been, within six (6) months of the date hereof, a single family residential rental dwelling in Baltimore City Maryland, the validity of this Agreement of Sale is contingent upon compliance with the provisions of Sections 46-55 of Article 13 of the Baltimore City Code (1976 Edition, as amended).

15. **HOME INSPECTION OPTIONS:** Buyer hereby acknowledges having been given the opportunity to have qualified individuals and/or firms inspect the condition of the dwelling, the condition of its plumbing, electric and heating systems, appliances and water and sewerage systems (if applicable) and having been given the opportunity to have the Property warranted and/or guaranteed by any home inspection and/or warranty firm for a fee. Buyer declines these inspections (unless otherwise specified in the Special Conditions of this Agreement) with the full knowledge and understanding that neither the brokers nor the agents are responsible for undisclosed defects in the Property.

16. **BROKER LIABILITY:** Buyer and Seller understand and acknowledge that Broker(s) and any agents or employees of Broker(s), are not, and were not at any time authorized to make any representations respecting this Agreement or the Property other than those expressly set forth herein. Broker(s) and any agents or employees of Broker(s) do not assume any responsibility for the condition of the Property or for the performance of this Agreement by any or all parties hereto. By signing this Agreement, Buyer acknowledges that Buyer has not relied on any representations made by Broker(s) and any agents or employees of Broker(s), except those representations expressly set forth herein. In the event of any litigation between Seller and Buyer concerning return of the deposit monies, Broker's sole responsibility may be met, at Broker's option, by paying the deposit monies into the court in which such litigation is pending, and Buyer and Seller agree that upon payment of such deposit monies into court, neither Buyer nor Seller shall have any further right, claim, demand, or action against Broker. In the event that any dispute arises under this Agreement between Seller and Buyer resulting in Broker(s) being made a party to any litigation, Seller and Buyer, jointly and severally, agree to indemnify Broker(s) for all costs, attorneys' fees and legal expenses incurred by Broker(s) as a result thereof, provided that such litigation does not result in a judgment against Broker(s) for acting improperly under this Agreement.

17. **DEFAULT:** If Buyer or Seller fail to perform all the terms and provisions of this contract as they agreed, then a default can be declared and either BUYER OR SELLER SHALL BE ABLE TO PURSUE THEIR LEGAL RIGHTS AND REMEDIES including a law suit for specific performance and/or money damages. Prompt written notice of the declaration of the default shall be given by Buyer or Seller declaring the default of the other. In the event Buyer shall default in the performance of Buyer's obligations pursuant to this Agreement, the deposit herein provided may be retained by Seller as liquidated damages at the option of Seller, in which event Buyer shall be released from further liability hereunder. In the event the deposit is retained as liquidated damages, Seller shall allow Realtors one-half (1/2) thereof as compensation for their services, but in no event to exceed an amount equal to the full fees due hereunder. Seller may alternatively exercise any and all legal or equitable rights, including specific performance or monetary damages, to which Seller may be entitled under this Agreement. In the event Seller obtains remedies other than liquidated damages, Realtors shall be paid their full fees due hereunder from the escrowed funds or if such funds are insufficient the balance shall be paid by Seller.

18. **THIS AGREEMENT** contains the final and entire Agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written. The headings in this Agreement are for convenience and reference only and in no way define or limit the intent, rights, or obligations of the parties hereunder. Time is of the essence in this Agreement, that is, Buyer or Seller are obligated to meet their responsibilities punctually; at time or within period specified or risk declaration that the contract has been breached. The parties hereto bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this Agreement.

19. **WELL/SEPTIC:** If property is on well and/or septic systems and the purchaser or a lender or governmental agency requires system approval prior to settlement, Seller agrees to furnish Purchaser with a certificate from the appropriate governmental authority or a company approved by the Lender indicating that the well water is potable and the septic system is in satisfactory order and sufficient for the number of bedrooms and other factors influencing approval by the governing authority. At the Seller's expense, Broker is authorized to order the necessary septic system and/or private well inspection and/or water potability tests. Purchaser and Seller hereby agree the Broker shall have no responsibility for the operation or condition of the systems. If the property is located in Baltimore County, Maryland and is serviced by private well water, the parties hereto acknowledge that this Contract of Sale is subject to the requirements of Section 13-118 through 13-122 of the Baltimore County Code, which sections are incorporated herein by reference. Seller agrees to provide Buyer with a copy of said Code sections, if applicable, as a rider hereto.

20. **NOTICE TO BUYERS:** 1. O'Connor, Piper & Flynn is able to provide mortgage banking and brokerage services to its clients through its wholly-owned Mortgage subsidiary. You are in no way obligated to use this additional service, but we are required under the law to inform you of the relationship of our two companies and that O'Connor, Piper & Flynn will indirectly benefit through your use of the related company. 2. You are entitled to select your own TITLE INSURANCE COMPANY, SETTLEMENT COMPANY, ESCROW COMPANY OR TITLE ATTORNEY. 3. If the property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, you should, before signing this contract, consult with the appropriate public authorities to ascertain whether public sewage and water facilities are available, or, if not, whether the property will be approved by such authorities for the installation of a well and/or private sewage disposal system. 4. You are not protected by the Real Estate Guarantee Fund of the Maryland Real Estate Commission for any actual losses in excess of \$25,000.

THIS IS A LEGALLY BINDING AGREEMENT; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

WITNESS the hands and seals of the parties hereto,



Equal Housing Opportunity Broker

Witness-As to Buyer's Signature

Buyer's Signature

(SEAL) 11-10-84
Date

Witness-As to Buyer's Signature

Buyer's Signature

(SEAL) 11-10-84
Date

Witness-As to Seller's Signature

Seller's Signature

(SEAL) 11-10-84
Date

Witness-As to Seller's Signature

Seller's Signature

(SEAL) 11-10-84
Date

TO SAVE TIME AND INCONVENIENCE AT THE SETTLEMENT, WE SUGGEST THE FOLLOWING:

SUGGESTIONS AND NOTICES TO BUYERS: You and any other persons to take title to the property and be a party to the mortgage should be physically present at settlement. If it will be impossible to appear, adequate notice must be given to the closing agent. You do not have right of access or entry to the property until day of final settlement. Arrange pre-settlement inspection for the property through your agent. ☐ Bring to settlement a fully validated fire insurance policy (homeowners policy) in an amount equal to the purchase price (or mortgage amount, whichever is higher) and a receipt of payment for the 1st year's premium. ☐ Contact gas & electric/phone companies and arrange for service effective on the date of possession. ☐ If the property is unimproved land and you intend to build upon the property you should, before you sign this contract, request a copy of land use restrictions and building and neighborhood restrictive covenants. ☐ Contracts of sale for property served by well water in Baltimore County must contain provisions relative to the inspection of the well. ☐ Bring to settlement cash or a certified check in the amount equal to the unpaid down payment and the estimated settlement costs. The lending company is entitled, however to charge a fee to review the legal documents if their representative is not selected.

SUGGESTIONS AND NOTICES TO THE SELLER: You and any other person to convey title to the property should be physically present at settlement. If it will be impossible to appear, adequate notice must be given to the closing agent. ☐ The property is your responsibility until possession is given to the buyer. You must take adequate measures to keep the property in good condition. Do not remove fixtures, fences, shrubbery or any other articles included in the purchase price. ☐ Notify the casualty insurance company which now insures the property to arrange for adequate coverage and an endorsement to reflect buyer's interest. Do not cancel the policy. ☐ Notify the company holding the present mortgage and request a pay-off statement. Obtain that statement prior to settlement. Review if Questions should be directed to the mortgage lender. Request advice as to whether or not to pay the next monthly payment. ☐ Terminate gas, electric and phone service and arrange for a final bill. You should pay these bills outside of settlement. ☐ Bring to the settlement all existing leases, receipts for recently paid taxes, receipts for payment of the last metered water bill, ground rent receipts and any documents of warranty which may apply. ☐ Bring all keys to settlement. If you vacate the property prior to final settlement, arrange for observation and care of the property. If the property will be vacant in cold weather it should be winterized.